

**CHILDHOOD INFLUENZA VACCINATION SUBSIDY SCHEME**

**DEFINITIONS, TERMS AND CONDITIONS OF AGREEMENT, AND SCHEDULE**

**DEFINITIONS**

**1. Transaction Documents**

The transaction documents of the Childhood Influenza Vaccination Subsidy Scheme comprise the following:

- (a) an Application Form (Appendix A);
  - (b) Authority for Payment to a Bank (Appendix B);
  - (c) this Definitions, Terms and Conditions of Agreement, and Schedule (Appendix D);
- (collectively, the “Transaction Documents”).

**2. Definitions**

The following expressions when used in the Covering Notes for Application to Enrol in the Health Care Voucher Scheme, and Vaccination Subsidy Schemes, and Primary Care Directory, and each of the Transaction Documents have the meanings assigned to them below, unless otherwise defined therein or the context otherwise requires:

“**Agreement**” means the agreement made by the Government with an EHCP and his Associated Organization (if any) on the terms and conditions set out in the following:

- (a) these Definitions, Terms and Conditions of Agreement, and Schedule in Appendix D as from time to time amended pursuant to Clause 52; and
- (b) the Authority for Payment to a Bank on the terms in Appendix B,

and where the context permits or requires, the terms and conditions shall include those set out in the Application Form submitted by an EHCP and his Associated Organization (if any).

“**Associated Organization**” means a Medical Organization specified in an EHCP’s Application Form to enrol in the CIVSS and in the Notification issued by the Government in respect of that EHCP.

“**CIVSS**” means the Childhood Influenza Vaccination Subsidy Scheme.

“**Consent to Use Vaccination Subsidy**” means a form prescribed by the Director of Health to be duly completed and signed by the Eligible Person, or the parent or guardian of the Eligible Person who is a minor under which the Eligible Person consents to the use of Subsidy.

“**Documentary Proof of Eligibility**” means Hong Kong Identity Card, within the meaning under section 1A of the Registration of Persons Ordinance, Cap. 177; or Birth Certificate issued under

section 9(4) of the Births and Deaths Registration Ordinance, Cap. 174; or certificate of exemptions issued by the Commissioner of Registration to a person who by virtue of regulation 25(e) of the Registration of Persons Regulations, Cap. 177A is not required to be registered under the Immigration Ordinance, Cap. 177 or valid travel document of the Eligible Person showing his Hong Kong resident status and his date of birth. In addition, for a person who is a child aged 6 years or above but is still attending a pre-primary institution at the time of a Vaccination, the additional proof of the child's pre-school status such as the student handbook, student card, or certificate issued by a relevant Pre-primary Institution bearing its official stamp.

***“eHealth (Subsidies) Account”*** means an account established for an Eligible Person under the eHealth System (Subsidies).

***“eHealth System (Subsidies)”*** means the computer information system designated and provided by the Government from time to time to support payment of subsidy and other purposes relating to CIVSS.

***“Enrolled Health Care Provider”*** or ***“EHCP”*** means a Registered Medical Practitioner whose application to enrol in the CIVSS is accepted by the Government.

***“Eligible Person”*** means a person as specified in the Schedule.

***“Medical Organization”*** means

- (a) an organization (whether incorporated or not) which employs or engages a Registered Medical Practitioner to provide Vaccination to any person;
- (b) an organization (whether incorporated or not):
  - (i) under whose name a Health Care Provider provides Vaccination to any person; and
  - (ii) of which the Registered Medical Practitioner is the sole proprietor, partner, shareholder, director or other officer (other than in a capacity referred to in (a) above).

***“Nominated Account”*** means a bank account which is maintained under the name of an EHCP or his Associated Organization and is specified by the EHCP and his Associated Organization in the Authority for Payment to a Bank in the form attached at Appendix B and signed by the EHCP and his Associated Organization.

***“Pre-primary Institution”*** means kindergarten or a child care centre within the meaning of section 2 of the Child Care Services Ordinance, Cap. 243 in Hong Kong.

***“Service Fee”*** means the net fee charged by an EHCP or his Associated Organization for one Vaccination to an Eligible Person after deducting the Subsidy.

***“Subsidy”*** means the amount per one Vaccination paid or to be paid by the Government as specified in the Schedule in accordance with the terms of the Agreement.

***“Vaccination”*** means a vaccination as specified in the Schedule.

***“Vaccination Period”*** means the period as specified in the Schedule.

### 3. Rules of Interpretation

In each of the Transaction Documents unless otherwise provided or the context requires otherwise:

- (a) any word or expression to which a specific meaning has been attached in any Transaction Document shall bear such meaning whenever it may appear in all Transaction Documents;
- (b) words importing the singular include the plural and vice versa and words importing a gender include all other genders;
- (c) reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument;
- (d) reference to a statute includes all subsidiary legislation made under the statute;
- (e) words importing a person include an individual, a firm, partnership, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organisations having legal capacity;
- (f) reference to a month or a monthly period refers to a calendar month and reference to a year or an annual period refers to a calendar year;
- (g) reference to a section, Clause (upper or lower case), sub-clause, paragraph, sub-paragraph, appendix or attachment by number or by letter in a Transaction Document shall be construed (unless the context otherwise requires) as a reference to the section, clause, sub-clause, paragraph, sub-paragraph, appendix or attachment of that number or letter contained in that Transaction Document;
- (h) headings are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of any Transaction Document;
- (i) references to time and dates shall be construed as Hong Kong time and dates;
- (j) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done; and
- (k) the words "include" and "including" shall be construed without limitation to the words following.

## **TERMS AND CONDITIONS OF AGREEMENT WITH EHCP AND ASSOCIATED ORGANIZATION**

### **Preamble**

- (A) The Government as represented by the Director of Health may invite a registered medical practitioner within the meaning of the Medical Registration Ordinance (Cap. 161) who holds a valid practising certificate issued under that Ordinance (Registered Medical Practitioner) to enrol in the CIVSS as it thinks fit.
- (B) If a Registered Medical Practitioner's application to enrol in the CIVSS is accepted by the Government, the Registered Medical Practitioner and the Medical Organization specified in the Registered Medical Practitioner's application are required to observe the terms and conditions set out in the Agreement.
- (C) Unless an Eligible Person or a guardian of an Eligible Person explicitly indicates that the Eligible Person or the guardian of an Eligible Person will not use any Subsidy for Vaccination, the provision of Vaccination to any Eligible Person by an EHCP shall be in compliance with all applicable terms and conditions set out in the Agreement, regardless of whether the Subsidy for the Vaccination is available or not.

### **Operative Part**

- 1. In consideration of the Government agreeing to pay the Subsidy in respect of a Vaccination in accordance with the terms and conditions of the Agreement, an EHCP and his Associated Organization (if any) jointly and severally undertake and agree to observe the terms and conditions of the Agreement.
- 2. Each of the EHCP and his Associated Organization shall inform in writing to the Vaccination Office of the Department of Health of the Government (Vaccination Office) (i) 2 working days before raising the Service Fee as specified in part II, section (E) of the Application Form and (ii) immediately of any changes in any information or document submitted to the Government in relation to the CIVSS (including any information submitted in the EHCP's application to enrol in the CIVSS) and of any material change in circumstances affecting the Application's eligibility for enrolment in the CIVSS or otherwise this application including any incidents of professional misconduct or negligence (substantiated or alleged). Any EHCP planning to cease practice and/or their involvement in the CIVSS shall provide not less than one month's prior written notice to the Vaccination Office and return all Scheme Equipment in accordance with Clause 5.
- 3. The Government may at any time terminate the CIVSS without incurring any liability to any EHCP or any Associated Organization.
- 4. A person shall cease to be an EHCP and the Agreement shall terminate forthwith upon the EHCP ceasing to be registered or is suspended from practising as a registered medical practitioner within the meaning of the Medical Registration Ordinance (Cap. 161).
- 5. Immediately upon a person ceasing to be an EHCP:
  - (a) the Government shall cease to have any obligation to pay that person or his Associated Organization any Subsidy for any Vaccination to an Eligible Person or a parent/guardian of an Eligible Person if the Consent to Use Vaccination Subsidy is executed by the

Eligible Person or the parent/guardian of an Eligible Person on or after the date on which the person ceases to be an EHCP;

- (b) the person and his Associated Organization shall in respect of that person:
  - (i) cease to use any of the Consent to Use Vaccination Subsidy and cease to use or otherwise input any data into the eHealth System (Subsidies);
  - (ii) remove the logo (øLogoö) and mini-poster (øMini-posterö) provided by the Government and return the Logo and Mini-poster to the Government;
  - (iii) not procure or permit any Eligible Person or parent/guardian of an Eligible Person to complete or execute any Consent to Use Vaccination Subsidy or any other forms or documents that may be prescribed by the Government or the Director of Health in relation to the CIVSS;
  - (iv) if required by the Government, remove all software provided by the Government for the purpose of the CIVSS from the computer system used by the person and/or his Associated Organization and return any Scheme Equipment and security tool provided by the Government for the purpose of the CIVSS or accessing the eHealth System (Subsidies) within 7 days; and
  - (v) comply with all directions and requirements made by the Government to give effect to the cessation of the person to be an EHCP.

(c) The Scheme Licence shall terminate forthwith.

- 6. The Government may at any time terminate the Agreement forthwith by written notice to an EHCP if:
  - (a) the Government is of the reasonable opinion that the EHCP has failed to provide Vaccination in a professional manner or has otherwise committed professional misconduct or malpractice; or
  - (b) the EHCP or his Associated Organization fails to comply with any provision in the Agreement or with any direction given by the Government or Director of Health in relation to the CIVSS.
- 7. The Government and the EHCP may also terminate the Agreement by giving 7 daysø prior written notice and the Agreement shall terminate on the date specified in the notice.
- 8. Without prejudice to Clause 4, upon the expiry or earlier termination of the Agreement, a medical practitioner shall immediately cease to be an EHCP, provided that the termination of the Agreement shall be without prejudice to any provision of the Agreement capable of being performed or observed notwithstanding such termination which shall survive the same and shall continue to be binding on the parties and shall remain in full force and effect (including Clauses 1 to 3, 16, 19 to 25, 27 to 28, 35, 37, 38, 42 to 54).

## **eHealth System (Subsidies)**

9. It is a condition precedent to any enrolment by a Registered Medical Practitioner in the CIVSS that the Registered Medical Practitioner subscribes to the eHealth System (Subsidies) prescribed by the Director of Health for the CIVSS on the terms set out below and in the manner specified by the Director of Health within 21 days of a notice issued by the Director of Health to this effect.
10. Save as otherwise expressly provided for in the Agreement or specified by the Government, an EHCP and his Associated Organization shall provide all computer hardware, software, other equipment, machinery, devices and facility and obtain all utility for the use of the eHealth System (Subsidies) at the EHCP's own cost and expense.
11. The Government may, for the purpose of facilitating an EHCP's use of the eHealth System (Subsidies), provide the EHCP any hardware, devices or other equipment (**öScheme Equipmentö**), or grant or procure the grant of a licence to the EHCP to use any software (**öScheme Licenceö**) in each case on such terms and conditions as the Government may specify from time to time.
12. An EHCP shall use the eHealth System (Subsidies) solely for the purpose of enabling the payment of Subsidy under the CIVSS.
13. An Associated Organization shall not, and an EHCP shall procure that his Associated Organization will not, use or otherwise deal with the eHealth System (Subsidies), the Scheme Equipment, the Scheme Licence and any data kept therein.
14. An EHCP and his Associated Organization acknowledges that a Scheme Equipment and a Scheme Licence may be subject to the proprietary rights of third parties. The EHCP undertakes not to use the Scheme Equipment or the Scheme Licence for any purposes other than those specified in the Agreement or by the Government unless with prior written consent of the Government. Scheme Equipment shall not be transferred to other parties for use and the EHCP and his Associated Organization shall be responsible for any liabilities towards any other parties arising out of any actions, claims or demands in connection with the EHCP's use of the Scheme Equipment or the Scheme Licence.
15. An EHCP shall not make any modifications to the Scheme Equipment or the Scheme Licence unless the prior written consent of the Government has been obtained.
16. The EHCP shall be responsible for the safe custody of and the due return of Scheme Equipment and all copies of software covered by the Scheme Licence to the Government including but not limited to, authentication tokens, Smart ID Card Reader, and so on. If any such item is lost or damaged for any cause whatsoever while in the possession or under the control of the EHCP, the EHCP shall pay to the Government the applicable administrative fees published on the website of the Centre for Health Protection ([www.chp.gov.hk](http://www.chp.gov.hk)) as and for compensation to the Government. The administrative fees may be revised from time to time through announcement on the same website.

## **Obligations of EHCP**

17. If an Eligible Person or a parent/guardian of an Eligible Person notifies an EHCP that the Eligible Person or the parent/guardian of an Eligible Person will use the Subsidy for Vaccination, the EHCP shall obtain from the Eligible Person or the parent/guardian of an Eligible Person a duly completed and signed Consent to Use Vaccination Subsidy.

18. On condition that an Eligible Person or a parent/guardian of an Eligible Person has duly authorised an EHCP to use the Subsidy for a Vaccination, the EHCP shall assist the Eligible Person or the parent/guardian of an Eligible Person to use such Subsidy and provide Vaccination to the Eligible Person by following the steps below in the same chronological order:
- (i) request the Eligible Person to produce original copy of Documentary Proof of Eligibility for verification of the person's eligibility;
  - (ii) log on to the eHealth System (Subsidies);
  - (iii) search and retrieve the eHealth (Subsidies) Account of the Eligible Person, or if an eHealth (Subsidies) Account is not yet created input the information required in the eHealth System (Subsidies) in respect of the Eligible Person to create an eHealth (Subsidies) Account;
  - (iv) ascertain availability of Subsidy to the Eligible Person to receive the Vaccination through a search using the eHealth System (Subsidies) during the prevailing Vaccination Period; it will not be available if the Eligible Person, who had never taken any Vaccination before the prevailing Vaccination Period, has subsequently taken two or more Vaccinations during that same prevailing Vaccination Period; or if the Eligible Person had taken Vaccination before the prevailing Vaccination Period, has subsequently taken one or more Vaccination during that same prevailing Vaccination Period;
  - (v) verify the Eligible Person's past vaccination history and vaccination record, including check for any repeated Vaccinations within one Vaccination Period, and consider and decide whether the Eligible Person is clinically indicated for the Vaccination;
  - (vi) provide the Vaccination promptly if subsidy for the Vaccination is available to the Eligible Person and the Eligible Person is clinically indicated for the Vaccination;
  - (vii) update the Eligible Person's hand held personal copy of immunisation record; and
  - (viii) input all information required by the eHealth System (Subsidies) and make a Subsidy claim within 7 calendar days counting from the date of the Vaccination.
19. Any Subsidy claim not made within the timeline set out in Clause 18(viii) above will be considered as a late claim and the Government shall have the absolute discretion to refuse payment of Subsidy to the EHCP or his Associated Organization for such late claim. Factors to be taken into account include whether the EHCP or his Associated Organization has had a past record of submitting late claims and whether there is any other justification for lodging a late claim.
20. Without prejudice to other provisions of the Agreement, the Government will not pay out any Subsidy to the EHCP or his Associated Organization for a Vaccination if the claim for Subsidy for such Vaccination is not submitted to the Government within 90 calendar days counting from the date of such Vaccination.
21. If in relation to a Vaccination, an EHCP fails to comply with Clause 18(iv) above BEFORE administering a Vaccination and has already provided a Vaccination to an Eligible Person for which Subsidy is not available, an EHCP or his Associated Organization shall not charge such

person or a guardian of such person any fee or any other monetary amount in relation to the Vaccination provided including the Service Fee.

22. An EHCP agrees, warrants and undertakes that prior to the creation of an eHealth (Subsidies) Account of an Eligible Person, he shall have obtained from the Eligible Person or the parent/guardian of the Eligible Person a duly completed and signed consent form for the use and transfer of the Eligible Person's personal data for the purpose of creation of the eHealth (Subsidies) Account, administration and monitoring of CIVSS, including but not limited to a verification procedure by electronic means with data kept by the Immigration Department to ascertain eligibility for Subsidy under the CIVSS. An EHCP shall declare via the eHealth System (Subsidies) that such a consent has been obtained for each eHealth (Subsidies) Account created. For any of the aforesaid purposes, the transfer may be made to the HKSAR Government (including the Department of Health and the Immigration Department), and consultants, advisers and contractors of HKSAR Government appointed for any of the aforesaid purposes.
23. In relation to Vaccination provided by an EHCP to an Eligible Person, subject further to Clause 21, each of the EHCP and his Associated Organization shall not demand an Eligible Person or a parent/guardian of an Eligible Person who consents to use the Subsidy to settle the EHCP's fee for such Vaccination to pay any other monetary amount to the EHCP or his Associated Organization other than the Service Fee.
24. Neither an EHCP nor his Associated Organization shall enter into any agreement or arrangement with an Eligible Person or a parent/guardian of an Eligible Person which has the effect of:
  - (a) modifying any provision of any requirements prescribed by the Director of Health for the purpose of or in relation to the CIVSS (including this Agreement); or
  - (b) sharing any Subsidy received from the Government with the Eligible Person or the parent/guardian of an Eligible Person.
25. The EHCP and his Associated Organization shall submit to the Government such other information or document as required by the Director of Health from time to time in relation to the CIVSS.

### **Payment by the Government**

26. Subject to Clauses 5, 27 and 28(b), the Government shall, in respect of the Vaccination for an Eligible Person, provided that he has been indicated as eligible to receive the Subsidy in the eHealth System (Subsidies) for that Vaccination in the manner as mentioned in Clause 18(iv) above, pay the EHCP or the Associated Organization the Subsidy for that Vaccination. Such payment shall be made by the Government crediting the Nominated Account. An acknowledgement issued by the bank with which the Nominated Account is maintained of the sums credited by the Government to the Nominated Account shall be deemed to be a receipt issued by the EHCP and the Associated Organization of the sums so credited and shall be conclusive evidence of due payment of such sums payable by the Government to the EHCP or the Associated Organization under the Agreement.
27. The Government shall have no obligation to pay an EHCP or his Associated Organization any Subsidy, if any information provided by the EHCP to the Government under or in relation to the



CIVSS is at any time found to be incomplete, untrue or inaccurate or if the EHCP or his Associated Organization is in breach of any provisions in the Agreement.

28. Notwithstanding anything provision herein, if the Government at any time certifies that the Government has overpaid an EHCP or an Associated Organization, the Government may:
- (a) deduct such overpaid amount from any sums which may thereafter be payable by the Government to the EHCP or the Associated Organization; or
  - (b) direct the EHCP or the Associated Organization to forthwith repay the Government the amount overpaid on a date specified by the Government and the EHCP or the Associated Organization (as the case may be) shall comply with the direction. The Government has the right to withhold any sums due to the EHCP or the Associated Organization under Clause 26 until the EHCP or the Associated Organization has fully repaid the aforesaid amount.
29. Neither an EHCP nor an Associated Organization may charge any person any fees for completing the Consent to Use Vaccination Subsidy.

### **Directions**

30. An EHCP and an Associated Organization shall comply with all directions given by the Director of Health or the Government or any employee, officer or agent of the Government from time to time under the Agreement or in relation to the CIVSS.
31. If an EHCP or his Associated Organization fails to comply with any provision of the Agreement or any direction referred to in Clause 30, without prejudice to the right of the Government to issue a notice under Clause 6 or 7, the Government may by notice in writing to the EHCP or the Associated Organization require the EHCP or the Associated Organization to make good or rectify the non-compliance by the date specified and in accordance with the requirements of notice. The EHCP and his Associated Organization shall comply with such requirements.

### **Information and keeping of records**

32. An EHCP shall keep the Government immediately informed of any changes or proposed changes to his status as a person registered under the legislation referred to in Preamble (A).
33. Without prejudice to Clause 32, an EHCP shall notify the Government forthwith of his becoming aware of:
- (a) any action taken (or proposed to be taken) or any order made (proposed to be made) to remove the EHCP from a register maintained pursuant to the legislation referred to in Preamble (A) on which the EHCP's name has been entered;
  - (b) any action, disciplinary proceeding or inquiry being taken against the EHCP by any person; or
  - (c) any complaints filed or claims made (whether or not any legal action is threatened) against the EHCP for any act, negligence, misconduct or malpractice.

34. An EHCP shall provide the Government with such information as requested by the Government in relation to any of the matters referred to in Clause 32 or 33.
35. An EHCP and his Associated Organization shall keep in his and their practice clinic(s) for a period of not less than 7 years proper and full record in relation to the Vaccination provided (including without limitation the history, precautions and adverse effects), information about the vaccine used (including without limitation the name of the manufacturing company, lot number, date of purchase, date of use), and all original copies of Consent to Use Vaccination Subsidy duly completed and signed by Eligible Person or parent/guardian of Eligible Person .
36. An EHCP and his Associated Organization shall submit to the Vaccination Office complete, true and accurate information as required in the Authority for Payment to a Bank at Appendix B.
37. Each of the EHCP and his Associated Organization warrants and undertakes with continuing effect that all information and documents provided by each of them to the Government from time to time under or in relation to the CIVSS are true, accurate and complete.
38. The Government, the Director of Health or any person authorized by the Director of Health may by prior notice to an EHCP or his Associated Organization attend at any premises at reasonable hours to inspect and obtain any information or record kept or required to be kept by the EHCP or the Associated Organization under the Agreement, or to ascertain whether the provisions of the Agreement are complied with. The EHCP and his Associated Organization shall fully co-operate with and give all assistance required by the Government, the Director of Health and the authorized person. The EHCP and his Associated Organization shall ensure that the Government, the Director of Health and the authorized person are given free and uninterrupted access to the information and record and the premises at which they are kept. The EHCP and the Associated Organization shall, if so requested by the Government, the Director of Health or the authorized person, provide them with copies of information and record specified by any of them. The Government, the Director of Health or any person authorized by the Director of Health may contact the Eligible Person or parent/guardian of the Eligible Person to verify the information and record if necessary.

### **Logo, Mini-poster and Publication**

39. Upon enrolment in the CIVSS, the Government will provide an EHCP with a logo (öLogoö) and a mini-poster (öMini-posterö). Subject to Clause 5, an EHCP shall at all times display the Logo and Mini-poster at the premises where the Vaccination is provided by the EHCP and in a manner as specified by the Director of Health. Neither the EHCP nor his Associated Organization shall make any copies of the Logo or Mini-poster, or display the Logo or Mini-poster at any places other than at that specified by the Director of Health.
40. The Mini-poster shall display the fee normally charged by the EHCP or his Associated Organization for one Vaccination without the Subsidy, the Subsidy payable by the Government under the CIVSS, and the Service Fee chargeable if the Subsidy is available. The EHCP shall notify the Vaccination Office 2 working days before raising the Service Fee and shall amend its Mini-poster accordingly as soon as the increase comes into effect.
41. The Government may use any of the personal data of an EHCP for the purposes set out in the Statement of Purpose in the Application Form and Authority for Payment to a Bank. Each of the EHCP and his Associated Organization further agrees that the Government may publish any or both of their names, the particulars of practice and Service Fee at any time for the purpose of

the CIVSS and/or any other programmes run by or on behalf of the Government in relation to the promotion of primary care, including but not limited to the Primary Care Directory maintained by the Director of Health.

### **Government Disclaimer**

42. The Government does not warrant or represent that:
- (a) its title to and property in the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence are free and unencumbered;
  - (b) the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence is free from defects in materials, design and workmanship;
  - (c) the use of the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence will meet an EHCP's or his Associated Organization's data processing requirements, the requirements of the Scheme or the requirements of any machine, equipment or hardware or software used or to be used by the EHCP or his Associated Organization in relation to the eHealth System (Subsidies); or
  - (d) the operation of the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence will be uninterrupted or error free.
43. The Government shall not be liable to an EHCP or his Associated Organization for any claims, actions, investigations, demands, proceedings, brought or instituted against the EHCP or his Associated Organization, or any liabilities, compensation, damage, loss, costs, charges and expenses which the EHCP or his Associated Organization may sustain or incur in relation to the EHCP's enrolment in the CIVSS, the use of the eHealth System (Subsidies), the Scheme Equipment or the Scheme Licence, or inability to obtain any Subsidy for any Vaccinations given.

### **Confidentiality**

44. Each of the EHCP and his Associated Organization undertakes and agrees to keep all information provided by the Government in relation to the CIVSS confidential. Neither the EHCP nor his Associated Organization shall disclose any such information to any person without the prior written consent of the Government.

### **Indemnity**

45. Each of the EHCP and his Associated Organization shall indemnify and keep the Government fully and effectively indemnified from and against:
- (a) any and all claims, actions, investigations, demands, proceedings, brought or instituted against the Government; and
  - (b) any and all liabilities, compensation, damage, loss, costs, charges and expenses which the Government may sustain or incur (including but not limited to legal and other costs, charges, and expenses, on a full indemnity basis, which the Government may pay or incur in relation to any claim, action or proceeding instituted by, or against, the Government),

which in any case arise directly or indirectly from, or as a result of, or in connection with, or which relate in any way to:

- (i) any non-compliance by the EHCP, his Associated Organization, or any employees, agents or sub-contractors of the EHCP or his Associated Organization of any provision of the Agreement; or
- (ii) the negligence, recklessness, omission, default, act or misconduct on the part of the EHCP or his Associated Organization, or any employees, agents or sub-contractors of the EHCP or his Associated Organization in the operation of the CIVSS; or
- (iii) the data or information provided by the EHCP or his Associated Organization or any employees, agents or sub-contractors of the EHCP or his Associated Organization in the process for requesting for payment of Subsidy; or
- (iv) the enrolment by the EHCP in the CIVSS.

- 46. Without prejudice to Clause 45, any act, default, neglect or omission of any sub-contractor or the employee or agent of an EHCP or his sub-contractor shall be deemed to be the act, default, neglect or omission of the EHCP, and any act, default, neglect or omission of employee, agent or any sub-contractor of an Associated Organization shall be deemed to be the act, default, neglect or omission of the Associated Organization.
- 47. Each of the EHCP and his Associated Organization agrees to do all things and execute all deed, instruments, transfer or other documents as may be necessary or desirable to give full effect to the provisions of the Agreement.
- 48. The Agreement is governed by and construed in accordance with the laws of Hong Kong and each of the EHCP and his Associated Organization irrevocably and unconditionally submits to the exclusive jurisdiction of any of the courts of Hong Kong.
- 49. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
- 50. Neither an EHCP nor an Associated Organization shall represent himself as an employee, servant, agent or partner of the Government. Neither an EHCP nor an Associated Organization has, nor shall any of them represent that it has, any authority to make any commitments on the Government's behalf.
- 51. Neither an EHCP nor an Associated Organization shall, without the prior written consent of the Government, assign or otherwise dispose of or transfer or sub-contract any of his interests, rights, benefits and obligations under the Agreement in whole or in part.
- 52. The Government may at any time vary or supplement any terms or conditions of the Agreement by prior written notice to an EHCP and his Associated Organization.
- 53. The definitions and rules of interpretation set out in the Definitions shall apply to the Agreement.
- 54. Any provision of the Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does

not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

## SCHEDULE

### **Seasonal Influenza Vaccination**

A Vaccination (or one Vaccination) is one dose of seasonable influenza vaccination to be administered to an Eligible Person within one Vaccination Period.

The Subsidy payable under the CIVSS is HK\$160 per dose for one Vaccination administered to an Eligible Person during one Vaccination Period.

**“Eligible Person”** means a Hong Kong resident who is aged between 6 months and less than 6 years, or aged 6 years or older and is still attending a pre-primary institution registered under the Education Bureau or Social Welfare Department.

**“Vaccination Period”** means a period announced by the Vaccination Office of the Department of Health for giving seasonal influenza vaccination to Eligible Persons under the CIVSS.